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# COLLECTIVE BARGAINING AGREEMENT

*By and Between*

GLOVERSVILLE-JOHNSTOWN JOINT SEWER BOARD  
*and*



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JUN 01 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

**UNITED PUBLIC SERVICE EMPLOYEES UNION**

January 1, 2003 - December 31, 2006



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THIS AGREEMENT, entered into this 27th day of February, 2003 by and between the Gloversville-Johnstown Joint Sewer Board hereinafter referred to as "Employer", and United Public Service Employees Union, hereinafter referred to as "Union", and is intended to delineate the rights and responsibilities of the parties hereto in a mutual desire to promote harmonious and cooperative relationships in carrying forward the functions and mission of the Gloversville-Johnstown Waste Treatment Plant.

## **ARTICLE 1**

### **RECOGNITION**

**Section 1** — The Employer recognizes the Union as the sole and exclusive representative for all employees defined in the Bargaining Unit for the purpose of negotiating collectively in the determination of the terms and conditions of their employment, and the administration of grievances arising thereunder. The Employer agrees that it will not lockout the employees.

**Section 2** — The Union affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage or condone a strike, nor impose an obligation on the employees to conduct, assist or participate in such a strike.

## **ARTICLE 2**

### **COLLECTIVE BARGAINING UNIT**

The Collective Bargaining Unit shall be comprised of the following:

**INCLUDED:** Cleaner, Wastewater Treatment Plant (WTP) Attendant, Motor Equipment Operator, Industrial Waste Monitoring Technician, WTP Laboratory Technician, Industrial Monitoring Mechanic, Motor Equipment Maintenance Mechanic, Senior WTP Maintenance Mechanic, WTP Maintenance Mechanic, Lead WTP Operator, WTP Operator Trainee, WTP Operator , and Account Clerk Typist.

**EXCLUDED:** WTP Maintenance Supervisor, Fiscal Officer, Senior Plant Operator, Laboratory Director, Industrial Engineer, Plant Superintendent, Administrative Aide, Industrial Waste Monitoring Supervisor, Manager Wastewater Programs and/or Chief Operating Officer.



## **ARTICLE 3**

### **DUES DEDUCTIONS**

- Section 1** — The Employer shall deduct from the wages of the employees and remit regular membership dues for all employees within the Bargaining Unit who have signed the appropriate payroll deduction authorization permitting such deduction. The Employer agrees to authorize deductions and remittance of such monies exclusively for Union as the recognized bargaining agent for the employees in this Unit.
- Section 2** — The Employer agrees to deduct from the wages of all employees with more than six months within the Bargaining Unit and who are not members of the Union, an agency shop fee in the amount of the dues levied by the Union. Such sums shall be remitted to the Union.
- Section 3** — Deductions for Membership dues, agency shop fees and if applicable, group insurance shall be made uniformly and consistently on each pay day of the month. Said funds shall be transmitted to the United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, New York, 11779.
- Section 4** — The Employer shall not be liable by reason of the requirements of this Agreement for remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.
- Section 5** — The Union hereby agrees to indemnify the Employer and hold harmless the Employer regarding any claims and suits pertaining to agency shop fee deductions.

## **ARTICLE 4**

### **RIGHTS OF EMPLOYER**

Except as otherwise specifically provided in this Agreement, the Employer shall have the customary and usual rights, powers and functions to direct the employees, to hire, promote, suspend and to take disciplinary action, to direct the workforce and modify schedules as required in its discretion and to otherwise take whatever actions are necessary to carry out the mission of the Employer.

## **ARTICLE 5**

### **RIGHTS OF EMPLOYEES**

- Section 1** — Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Union or the Employer.
- Section 2** — Employees may join and take an active role in the activities of the Union without fear of any kind of reprisals from the Employer.
- Section 3** — An employee may bring matters of concern with this Agreement to the attention of the appropriate Employer's representatives and officials in accordance with applicable laws and rules, and may choose his own representatives or appear alone in a grievance or appeal proceeding.

## **ARTICLE 6**

### **RIGHTS OF UNION**

- Section 1** — The Employer recognizes the right of the employee to designate representatives of the Union to appear on their behalf, to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the Contract, and to visit employees during working hours with prior notice and approval, which shall not be unreasonably denied, of the Chief Operating Officer. The Union shall notify the Chief Operating Officer of the names of the employees elected as Stewards and the names of their Union representatives.
- Section 2** — The Union shall have the right to post notices and other communications on a bulletin board to be maintained in the two employee lunch rooms. Postings other than Union business shall be subject to the approval of the Employer.

## ARTICLE 7

### NON-DISCRIMINATION

- Section 1** — The Employer, the Union, and all employees shall so administer its obligation under this Agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed, color, age, sexual orientation, handicapped status or union membership.
- Section 2** — Any reference herein to the masculine or feminine gender shall be read as to include the opposite gender as well.
- Section 3** — The parties agree to abide by the provisions of the Americans with Disabilities Act.
- Section 4** — It is the policy of the parties hereto to maintain a work place free of harassment of any kind and from any source. Attached hereto and made a part hereof is the sexual harassment policy of the Employer. The parties acknowledge and agree that said policy may be modified by the Employer as necessary, with the Union notified of any such modification.
- Section 5** — The parties agree to abide by the provisions of the Family Medical Leave Act (FMLA). Attached hereto and made a part hereof is the Stipulation of Agreement between the parties regarding the FMLA policy.

## ARTICLE 8

### GENERAL STATEMENT

- Section 1** — This Agreement is the result of collective negotiations between the Employer and Union which have been conducted under the requirements and directions of the Taylor Law.
- Section 2** — The provisions of this Agreement supersede all conflicting policies and directives of the Employer.

## **ARTICLE 9**

### **SAVINGS CLAUSE**

**Section 1** — If any Article or part thereof of this Agreement or any addition thereto should be declared as in violation of any Federal, State or Local Law, or if adherence to or enforcement of any Article or part thereof should be restrained by a Court of Law, the remaining Articles of this Agreement or any addition thereto shall not be affected.

**Section 2** — If a determination or decision is made as per Section 1 of this Article, the parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof, provided either party elects to commence such negotiations within sixty (60) days from the date of determination or decision.

## **ARTICLE 10**

### **LEGISLATIVE ACTION**

**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

## **ARTICLE 11**

### **COMPENSATION**

**Section 1** - Employees covered by this Agreement shall be compensated in accordance with the attached Appendix B.

Current salaries shall be modified as follows:

Effective January 1, 2003 - Two percent (2%) salary increase;  
Effective January 1, 2004 - Two percent (2%) salary increase;  
Effective January 1, 2005 - Two percent (2%) salary increase;  
Effective January 1, 2006 - Two and one-half (2 ½ %) percent increase.

Employees hired after January 1, 2003 shall receive 85% of the then current wage rate and 100% after completion of ten (10) years of service.

**Section 2** - Employees with five (5) or more years of continuous service shall receive annual longevity compensation in addition to the salaries set forth under Section 1 above upon completion of the years of service as follows:

Effective January 1, 2003:

|                  |           |
|------------------|-----------|
| 5 years service  | = \$350   |
| 10 years service | = \$600   |
| 15 years service | = \$750   |
| 20 years service | = \$900   |
| 25 years service | = \$1,200 |
| 30 years service | = \$2,000 |

Such payment is to be made within one (1) month of employment anniversary date.

**Section 3** - The regular work week for all employees shall be forty (40) hours Saturday through Friday; the regular work day shall be eight (8) consecutive hours with the exception of Saturday, Sunday and Holidays which shall be four (4) consecutive hours (pending NYSDEC approval).

On October 1, 1996, or anytime thereafter, the Wastewater Treatment Plant (WTP) Operators will work a schedule whereby the 4:00 p.m. - 12:00 p.m. shift on Saturday, Sunday and Holidays is dissolved and the Operators will be transferred to the scheduled 8:00 a.m. - 4:00 p.m. shift Monday, Tuesday.

Operators who normally work the 4:00 p.m. - 12:00 p.m. shift Monday through Friday on Holidays will be scheduled off.

Operators who normally work the 4:00 p.m. - 12:00 p.m. shift on Christmas Eve and New Years Eve will be rescheduled to the 8:00 - 4:00 p.m. shift on those days.

Effective September 1, 2000, Maintenance Department employees will work a 7:00 a.m. - 3:00 p.m. , Monday through Friday schedule. With

such schedule said employees shall not receive the shift differential from 7:00 a.m. - 8:00 a.m.

**Section 4** — The Employer may continue to exercise its sole right to modify schedules in order to provide for different hours of operation and greater scheduling flexibility. Prior to the implementation of such modifications, the Employer and the Union shall meet and confer regarding the effects of such modifications.

**Section 5** — Should an Employee be assigned to a shift which includes hours to be worked between 3:00 p.m. and 6:00 a.m., said employee shall receive a shift premium for each hour worked between 3:00 p.m. and 6:00 a.m., in addition to the hourly wage rate set forth in Appendix "B".

The shift premium shall be 10% of the employees regular straight time hourly rate.

## **ARTICLE 12**

### **OVERTIME**

**Section 1** — Available overtime shall be distributed equitably among qualified employees who normally do such work (i.e. Attendants doing Attendants work, Operators doing Operators' work, etc.), unless none of the employees are available. However, in the event that no qualified employee is available for overtime, the Employer may distribute overtime among bargaining unit employees in its sole discretion. All overtime shall be authorized by the Employer.

**Section 2** — All employees agree to work in excess of forty (40) hours per week, or eight (8) hours per shift when requested by the Employer.

**Section 3** — Each employee shall be entitled to receive overtime pay for all work performed in excess of eight (8) hours per shift or forty (40) hours per week, whichever is the greater, at a rate of one and one-half (1 ½) the hourly rate of pay for the employee.

**Section 4** — Any change of shift or work day by the Employer shall be made at least seventy-two (72) hours in advance except in case of emergency.

**Section 5** — Any employee who is requested to work on his normal pass day shall not be required to change his pass day as a result of such work request and shall be compensated for working his normal pass day at the rate of time and one-half.

## **ARTICLE 13**

### **ON-CALL COMPENSATION**

**Section 1** - A stipend shall be granted to all WTP Operator employees for on-call compensation (beeper use).

Effective January 1, 2003, the stipend for all on-call (beeper) pay shall be \$2.00 per hour.

Effective January 1, 2004, the stipend for all on-call (beeper) pay shall be \$2.25 per hour.

Effective January 1, 2005, the stipend for all on-call (beeper) pay shall be \$2.50 per hour.

**Section 2** — Operators shall be issued beepers on a weekly rotating basis by seniority.

**Section 3** — An Operator who answers an alarm (beeper) and determines that said alarm requires maintenance personnel to repair the malfunction, shall notify his supervisor.

**Section 4** — An Operator who answers an alarm (beeper) shall be entitled to a minimum of three (3) hours of pay at time and one-half of their regular straight time hourly rate for each alarm answer.

## **ARTICLE 14**

### **CALLBACK**

**Section 1** — Call back shall be defined as a situation wherein an employee has completed his/her shift, has left the facility and returns to work upon the request or the direction of the Employer.

**Section 2** — Any employee who works a call back situation shall be entitled to a minimum of three (3) hours of pay at time and one-half of their regular straight time hourly rate.

**Section 3** — If an employee is called back more than once during any eight (8) hour period, the employee in no event shall be entitled to more than eight (8) hours of pay at time and one half the employees regular straight time hourly rate for any eight (8) hour period.

## **ARTICLE 15**

### **LEAVES**

#### **Section 1 — Sick Leave**

All employees shall be entitled to receive sick leave at the rate of one and one-quarter (1 1/4) days per month. Unused sick leave shall be cumulative to a total of 250 days. Sick leave shall only be granted upon evidence of illness satisfactory to the Chief Operating Officer; and if the said leave exceeds three (3) days, the Chief Operating Officer may require a certificate of a duly licensed physician as to proof of illness. Sick leave benefits shall not accrue to any employee who shall be disabled as a result of employment for wages or profit during hours when he is not engaged in his sewer employment. Employees may request a buy-out of accumulated sick leave, either partially or entirely. The Employer shall respond to said request within seven (7) days and in its sole discretion approve, deny or limit the amount requested.

For employees hired after January 1, 2003, sick leave shall accrue at one (1) day per month; after ten (10) years of service 1 1/4 days per month.

#### **Section 2 — Vacations**

Employees shall be entitled to receive vacation upon completion of the years of service as follows:

|         |         |          |         |          |         |
|---------|---------|----------|---------|----------|---------|
| 1 year  | 5 days  | 6 years  | 15 days | 11 years | 16 days |
| 2 years | 10 days | 7 years  | 15 days | 12 years | 17 days |
| 3 years | 10 days | 8 years  | 15 days | 13 years | 18 days |
| 4 years | 10 days | 9 years  | 15 days | 14 years | 19 days |
| 5 years | 15 days | 10 years | 15 days | 15 years | 20 days |



The base year from which vacations are to be computed shall be from the anniversary date of employment. All vacation days must be earned by the employee to be taken in the subsequent year of employment. Any prior continuous employment with the Cities of Johnstown or Gloversville shall be considered as time worked in the determination of the base year. Vacation time must be taken within twelve (12) months after earned except that five (5) days may be reserved and must be used within eighteen (18) months after earned. Vacation scheduling will be accomplished on the basis of seniority within each classification.

Employees may submit vacation requests to the Employer by December 15 of each year for the ensuing year. For those employees who submit their requests timely, any conflicts arising out of any duplicate requests shall be resolved by giving the most senior employee the requested time. Any employee, regardless of seniority, who submits his request beyond December 15, may receive his/her requested vacation according to seniority within classification if the time requested has not been claimed by an employee who has filed his/her vacation request timely by December 15.

Notwithstanding the above, all vacation is taken subject to the approval of the Chief Operating Officer.

The Employer agrees to pay each employee his salary in advance for the period of his vacations, provided the employee gives at least four (4) weeks advanced notice to the Employer.

### **Section 3 — Personal Leave**

All employees shall be entitled to four (4) personal days per year. Employees shall request a personal leave day subject to management approval, which shall not be unreasonably denied, and any conflict arising out of the duplication of the requested day shall be resolved by giving the most senior employee the requested time. Granting of personal leave day shall not require the Employer to incur overtime.

For employees hired after January 1, 2003 personal leave shall be two (2) days per year, after 5 years of service three (3) days, after 10 years of service four (4) days.

A personal leave day shall be compensated at eight (8) hours of pay at the employee's straight time hourly rate.

#### Section 4 — Bereavement Leave

Employees shall be granted three (3) days of bereavement leave for death in the immediate family. Immediate family shall include spouse, mother, father, child, brother, sister, grandparents, mother-in-law and father-in-law, brother-in-law, sister-in-law, and grandparents of spouse and grandchildren. Step relatives are to be regarded as the equivalent of immediate family members. Employees shall be granted one (1) day bereavement leave for aunts and uncles, subject to verification. A bereavement leave day shall be compensated for eight (8) hours of pay at the employees regular straight time hourly rate.

#### Section 5 — Union Shop Steward Leave

The Employer shall provide to the bargaining unit Chief Shop Steward and Assistant Chief Shop Steward each one (1) day off with pay annually to attend Union work days, training, conferences and/or seminars. The Union shall notify the Employer at least one (1) month prior to said leave.

### ARTICLE 16

#### INSURANCE

#### Section 1 — Health Insurance

- A. For employees hired on or before June 30, 1998, the Sewer Board agrees to pay 100% of the cost of one of the four (4) HMO's offered (Blue Shield of Northeastern New York Community Blue (standard or custom), Capital District Physicians Health Plan (CDPHP), Mohawk Valley Physician Health Plan (MVP) - Co-Plan Plus, Empire Health Choice HMO). Employees will not pay any portion of individual or family premiums, but shall be responsible for the applicable co-pays for medical services and prescriptions.
- B. Employees hired after July 1, 1998 shall pay ten percent (10%) of the cost of the health care plan selected.
- C. Employees hired after January 1, 2003, shall pay fifteen percent (15%) of the of the cost of health care plan selected.
- D. Prior to the implementation of a change in any aspect of health insurance, the parties agree to meet and confer.

- E. Effective January 1, 2003 physician co-pay shall be \$20 and prescription co-pay shall be with \$10/\$20/\$40 or \$10/\$30/\$50, depending upon the plan selected.
- F. Employees who are covered by health insurance from another source may elect not to receive health insurance from the Employer. The employee must provide proof of the alternate coverage and, if applicable, proof of ineligibility. Such employees must make their election in September for the following year. Such election shall be for the entire year, unless the employee becomes ineligible for health insurance through another source, at which time the employee may re-enroll in the Employer's health insurance plans for the remainder of the year. Such employees shall reimburse the Employer for a prorata amount received. Employees who make such an election shall be paid annually \$1,000.00 for individual coverage and \$3,000 for family coverage. Payments will be in quarterly increments (March, June, September, December)
- G. Upon retirement the Sewer Board agrees to pay:
- (1) 100% of the cost of the health plan for each employee and spouse and dependent family. Retirees may select from all health insurance options available to active employees. (HMO only). Retirees, spouses and dependents shall be responsible for applicable co-pays for medical services and prescriptions.
  - (2) For employees hired after January 1, 2003, with 10 years of service, 75% of the cost of the health plan selected. Retirees, spouses and dependents shall be responsible for applicable co-pays for medical services and prescriptions.

## **Section 2 — Disability**

The employer agrees to provide New York State Disability Insurance at no cost to each employee.

## **Section 3 - Dental and Vision**

Effective January 1, 2003, employees shall be entitled to reimbursement of up to \$350 per calendar year for dental and vision coverage expenses incurred for the employee or family. Effective January 1, 2004, the reimbursement shall be \$375 per calendar year; Effective January 1, 2005, the reimbursement shall be \$400 per calendar year.

Reimbursement will be made upon proof of payment for services rendered.

## ARTICLE 17

### RETIREMENT

#### Section 1 —

All employees shall be entitled to enroll in the New York State Retirement Plan for which he/she may be eligible under Section 75g, Article 14 and Article 15 of the Retirement and Social Security Law. When enacted by appropriate action of the Gloversville Common Council, all employees shall be entitled to enroll in the New York State Retirement Plan for which he/she may be eligible under Section 75i, Article 14 and Article 15 of the Retirement and Social Security Law. Each employee is requested to notify the Chief Operating Officer as soon as possible of the intention of the employee to retire.

#### Section 2 —

Employer agrees that upon retirement, each employee shall receive termination pay which shall be determined by the unused sick leave days not to exceed 120 days, unused vacation time, and unused holidays credited to each member. Retirement shall be defined as voluntary leaving of employment with the Employer where the employee is eligible to receive benefits under the New York State Retirement System.

#### Section 3 —

When enacted by appropriate action of the Gloversville Common Council, all employees shall be entitled to the provisions of Article 41-J of the New York State Retirement Plan.

## ARTICLE 18

### HOLIDAYS

#### Section 1 — Employees shall receive paid holidays for the following holidays:

|                               |                        |
|-------------------------------|------------------------|
| New Year's Day                | Labor Day              |
| Martin Luther King Day        | Veteran's Day          |
| President's Day (Eff. 1/1/04) | Thanksgiving Day       |
| Good Friday                   | Day after Thanksgiving |
| Memorial Day                  | Christmas Day          |
| Independence Day              |                        |

Employees who do not work on the above listed holidays shall be compensated at eight (8) hours of pay at the employee's regular straight time hourly rate.

Employees who work on the above listed holidays shall be compensated at eight (8) hours of pay at time and one-half the employee's regular straight time hourly rate, in addition to the eight (8) hour pay referred to above.

**Section 2** — An employee shall not be entitled to any holiday until he has been employed for six (6) months.

## **ARTICLE 19**

### **SENIORITY**

**Section 1** — Seniority shall commence with the date of hire by the Board provided there is no break in service of more than one (1) year.

**Section 2** — Any CETA employee who is subsequently employed as a regular employee upon completion of his CETA employment shall for purposes of this Agreement be deemed an employee from date of initial hire as a CETA employee, the parties hereto recognizing and acknowledging that such an employee may be treated differently for Civil Service and/or retirement purposes.

## **ARTICLE 20**

### **LAYOFF AND RECALL**

**Section 1** — In the event of a layoff, the Employer agrees to follow the provisions of Civil Service Law Sections 80 and 80a. For recall procedures, the Employer agrees to follow Civil Service Law Section 81.

**Section 2** — A certified letter to the employee's last recorded address shall be deemed notice of recall. If no response is made by the employee within five (5) days, the Employer may assume that there is lack of interest and that the employee does not desire to return to work.

**Section 3** — Competitive class employees may exercise their seniority as defined in Section 1 and "bump" into a non-competitive/labor class position provided said employee(s) meet the minimum qualifications or previously held said position. Non-competitive class employees may exercise their seniority as defined in Section 1 and "bump" into a labor class position provided said employee(s) meet the minimum qualifications or previously held said position.

## ARTICLE 21

### WORK CLOTHING ALLOWANCE

- Section 1** — All employees shall be provided with an annual work clothing allowance of \$300.00.
- Section 2** — All purchases shall be made under voucher system to be established and administered and controlled by the Fiscal Clerk.
- Section 3** — Appropriate work clothing is defined as clothing required by the Employer for performing the work assignment of the employee and which may not usually be worn away from work. Appropriate work clothing shall consist of long pants, long or short sleeve shirts (no sleeveless shirts), leather shoes, sneakers or boots, socks and under and outer wear. Failure to wear the required clothing items may result in disciplinary action. Employees may have to provide verification of items purchased in a form acceptable to the Employer.
- Section 4** — The Employer will pay for safety prescription glasses for all employees who shall require such glasses to perform their job duties. Such safety glasses shall at all times be left at the Wastewater Treatment Facility.

## ARTICLE 22

### PAY CHECKS

All employees shall be paid on a weekly basis. Each employee shall be provided with an itemized statement of gross earnings and all deductions for any purpose.

## ARTICLE 23

### PRINTING AND DISTRIBUTION

The Employer agrees to print and distribute a copy of this Contract for each employee.

## ARTICLE 24

### MEAL ALLOWANCE

A meal allowance of \$10.00 shall be granted when an employee works four (4) or more hours of consecutive overtime over and above a regular eight (8) hour shift. An employee shall be entitled to one meal allowance for each four (4) hours of overtime worked over and above a regular eight (8) hour shift, except for employees who are working an eight (8) hour scheduled overtime shift.

## **ARTICLE 25**

### **LICENSE COMPENSATION**

The Employer will reimburse each employee for the difference between the cost of a regular driver's license and the cost of the Class B license upon presentation by the employee of a proper voucher with a photocopy of the Class B license attached.

## **ARTICLE 26**

### **MAINTENANCE OF STANDARDS**

All existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the Board and/or the employees, and/or the Union, and/or the Gloversville-Johnstown Wastewater Employees Association, unless specifically excluded by this Agreement, shall remain in full force and effect during the length of this Agreement.

## **ARTICLE 27**

### **EXTRA AGREEMENTS**

The employer or employees shall not enter into any agreement or contract individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

## **ARTICLE 28**

### **OUT-OF-TITLE PAY**

An employee who performs the responsibilities and duties of a higher paid classification for a period of four (4) or more consecutive hours shall be entitled to be paid for such services rendered the salary of the position worked provided the Employer has given its approval for such work.

## **ARTICLE 29**

### **COMPENSATORY TIME**

#### **Section 1 —**

Any employee may elect to receive compensatory time in lieu of overtime pay subject to management approval. Compensatory time shall be earned at

the rate of one and one-half (1 ½) hours for each hour worked.  
Compensatory time shall be administered as follows:

- (a) An employee may elect to receive up to 240 hours of compensatory time in any one (1) calendar year subject to management approval.
- (b) An employee may accumulate compensatory time up to a total of 240 hours subject to management approval.
- (c) An employee shall submit a request to his immediate supervisor for approval and/or use of compensatory time and any conflicts arising out of duplicate requests shall be resolved by giving the most senior employee the requested time; however, all use of compensatory time shall be subject to management approval.

**Section 2 —**

Employees may request a buyout of accumulated compensatory time, either partially or entirely. The Employer shall respond to said request within seven (7) days and in its sole discretion approve, deny or limit the amount requested.

**Section 3 —**

Upon retirement employees shall be paid for their accumulated compensatory time.

**ARTICLE 30**

**JURY DUTY**

Any employees who are required to serve on jury duty shall be entitled to receive his full pay for serving, however, any remuneration received as a result of such jury duty shall be turned in to Employer. Employees obligated to serve shall be placed on the applicable day shift in effect, if any, for the duration of his serving as a member of the jury. Employees who are released early will be expected to return to work.

**ARTICLE 31**

**JOB POSTING**

**Section 1 —** When vacancies, new opening, and promotional opportunities occur, the position shall be posted on the employees' bulletin board by the time clock in the Administration Building at least ten (10) working days



prior to the date which the application must be filed, provided the Board and/or the Chief Operating Officer has received notice.

**Section 2** — A promoted or provisionally appointed employee's former position shall not be filled, except on a temporary basis during the required probationary period. Such employee shall have the right to return to his former position at any time during the probationary period or provisional period.

## **ARTICLE 32**

### **PHYSICAL EXAMINATION**

**Section 1** — Each employee is required to have an annual physical by a doctor to be selected by the Employer at the cost and expense of the Employer. In the event that the examining physician deems that a heart exam, chest x-ray, blood test, cancer scan, or EKG are required or recommended, such additional cost shall be paid for the Employer. Exams will be scheduled by Employer with due consideration of the schedule of Employer and employee.

Effective January 1, 2001, physicals and related testing shall be the responsibility of the employee. The Employer shall continue to be responsible for respiratory/hearing (confined space) testing.

**Section 2** — Employees shall notify the Employer of medication prescribed by a physician which could affect their ability to perform their job.

## **ARTICLE 33**

### **LABOR MANAGEMENT COMMITTEE**

The parties hereto agree to form a labor management committee to identify and resolve issues of common interest which are outside the collective bargaining agreement and non-mandatory subjects of negotiations. Resolutions of any issues shall not constitute a past practice for any purpose whatsoever. The committee may consist of, but not limited to, four employer representatives and four Union representatives. Such committee shall meet quarterly in the months of February, May, August and November of each year. Prior to such meeting, the parties shall exchange proposed agendas, if applicable. A PERB facilitator may be called upon to assist in establishing procedural guidelines and to provide technical assistance.

## **ARTICLE 34**

### **EMERGENCY SERVICE CALLS**

A full-time employee who, as a member of a volunteer fire department or as a member of an official search and rescue team (ENCON, DEC, Forest Rangers, SEMA) has responded to a structural fire call or search and rescue call prior to the start of, or during his normal work day, shall report to work (during his normal workday hours) as soon as possible following his involvement in the emergency. In the case of an employee's response to either kind of emergency service call, any absence beyond one work day per incident shall be chargeable to personal or vacation time only. Under such circumstances, work-time missed shall not be charged to any leave category nor shall a salary deduction be made, subject to employee's compliance with the provisions of this Article. To be eligible for the waiver of leave time usage and/or salary deduction, an employee must file written verification of his/her emergency-related absence on forms provided by the Employer. Such forms shall be submitted along with the employee's time sheet for the pay period during which the emergency occurred.

Time out for emergency calls shall be noted on time sheets and initialed by his supervisor. An employee's time spent on an emergency call must be verified by an official staff member of the respective emergency service.

Any disputes regarding the interpretation and/or application of this Article shall be processed only through Stage 3 of the grievance procedure.

**ARTICLE 35**

**DURATION**

This Agreement shall be effective as of January 1, 2003 and remain in effect until December 31, 2006. In the event a new Agreement is not reached at the termination date indicated above, this Agreement shall continue in effect until a new one is reached.

**GLOVERSVILLE-JOHNSTOWN  
JOINT SEWER BOARD**

By: \_\_\_\_\_

Douglas Hart, Jr., Chairman

Date: \_\_\_\_\_

4/08/03

**UNITED PUBLIC SERVICE  
EMPLOYEES UNION**

By: \_\_\_\_\_

Kevin E. Boyle, Jr., President

Gary M. Hickey

Vice President/Regional Director

Negotiating Committee:

Steven S. Acquilla  
Edward H. Shapiro  
Robert W. Henze

Date: \_\_\_\_\_

4-8-03

## **APPENDIX A**

### **GRIEVANCE PROCEDURE**

#### **DECLARATION OF PRINCIPLES**

Every bargaining unit member shall have the right to present his/her grievance in accordance with the procedure provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages of the grievance procedure.

#### **SUBJECT MATTER**

A grievance shall mean any claimed violation, misinterpretation or improper application of this Agreement, existing laws, rules, procedures, regulations, administrative orders or work rules of the employer or a department thereof or any other condition of employment which relates to or involves the employee or employees.

#### **DEFINITIONS**

Aggrieved: Shall mean any member of the bargaining unit.

Immediate Supervisor: Shall mean the next higher level of authority above the aggrieved in the department wherein the grievance exists.

Department: Shall mean any office, department, or other division of the facility so designated by the Employer.

Chief Operating Officer: Shall mean that person so designated by the Employer to the position performing the administrative chief operating duties.

Days: Shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given.

Decisions: Shall mean the ruling, determination, report or disposition made at any step of the procedure.

#### **GENERAL PROVISIONS**

The parties agree to resolve all grievances at the earliest possible stage.

Time limits for presentation and resolution of grievances may be extended by mutual





agreement of the parties.

If the Employer does not comply with the time requirements, the grievance shall automatically proceed to the next step.

If the aggrieved and/or the Union does not comply with the time requirements, the grievance shall be considered abandoned.

Stages 1 and 2 of the grievance procedure shall be conducted during the aggrieved's regular working hours, unless otherwise mutually agreed.

Tape recorders or similar devices shall not at anytime be used during grievance hearing proceedings.

New evidence, testimony or arguments, as well as any documents, exhibits or other information may be submitted at any stage of the grievance procedure. The parties agree that they shall present the best evidence or witnesses they have in their possession at each stage of the grievance procedure.

#### **CLASS ACTION GRIEVANCE**

When two or more current employees are affected by alleged grievances, the Union shall have the right to file such grievance(s) directly with the Chief Operating Officer at Stage 2 of the grievance procedure. The Employer reserves the right to challenge the Union's determination that a grievance is, in fact, class action.

#### **REPRESENTATION**

Representation at any step of the procedure shall be limited to:

The aggrieved and/or Union representatives;

The Employer shall give reasonable notice as to dates for any hearings or meetings.

#### **INFORMAL STAGE**

Any employee who claims to have a grievance is encouraged to orally present his grievance to his immediate supervisor as soon as possible after the occurrence of the event giving rise to the grievance, so that, if possible, the grievance be expeditiously resolved on an informal basis.

- a. A grievance must be presented to the immediate supervisor in writing within ten (10) days after the grievance occurs or becomes known. The grievance shall contain a statement of the specific nature of the grievance and the facts relating to it.
- b. The immediate supervisor shall hold a hearing within five (5) days to discuss the grievance and take whatever investigative action he deems appropriate. The aggrieved and his/her representative, if any, shall appear at the hearing and present oral statements or arguments and answer questions relative to the grievance.
- c. Within ten (10) days after the presentation of the grievance, the immediate supervisor shall deliver a written decision to the aggrieved and the Union which shall include a reason if the grievance is denied.

## **STAGE 2**

- a. If the aggrieved is not satisfied with the decision made by his immediate supervisor, he may, within ten (10) days thereafter, appeal such decision to the Chief Operating Officer. The appeal shall contain a statement of the specific nature of the grievance and the facts relating to it.
- b. The Chief Operating Officer or his designee shall hold a hearing within ten (10) days after receiving the written appeal from the aggrieved. The aggrieved and his representative, if any, shall appear at the hearing, present oral statements or arguments and answer questions relative to the grievance.
- c. Within ten (10) days after the close of the hearing the Chief Operating Officer or his designee shall deliver a written decision to the aggrieved and the Union which shall include a reason if the grievance is denied.

## **STAGE 3**

- a. If the aggrieved is not satisfied with the decision of the Chief Operating Officer he may, within ten (10) days thereafter, appeal such decision of the grievance to the Sewer Board or its designates. The appeal shall contain a statement of the specific nature of the grievance and the facts relating to it.
- b. The Sewer Board, or its designates, shall hold a hearing within ten (10) days of receipt of the appeal. The aggrieved and his representative, if any, shall appear at the hearing, present oral statements or arguments and answer questions relative to the grievance.
- c. Within five (5) days after the next regular scheduled meeting of the Sewer



Board, the Sewer Board shall deliver a written decision to the aggrieved and the Union which shall include a reason if the grievance is denied.

#### **ARBITRATION - STAGE 4**

- a. If the Union and the Sewer Board are unable to agree upon the settlement of the grievance, such matters shall be submitted to arbitration by either party in accordance with the arbitration procedure set forth below.
- b. An appeal to arbitration may be made by the Union or the Sewer Board by the service of a Demand for Arbitration within twenty (20) days of the Stage 3 decision. No individual shall initiate any arbitration appeal.
- c. Upon service of the Demand for Arbitration, the PERB procedure shall be utilized. The parties shall adhere to the rules governing the selection of arbitrators.
- d. The arbitrator shall have no power to add to, subtract from or modify the provisions of the Agreement. Formal rules of evidence shall not be required.
- e. Within thirty (30) days of the close of the hearing or the submission of briefs, the Arbitrator shall deliver a written decision to the Union and the employer.
- f. The decisions and awards shall be final and binding on the parties.
- g. The cost for the arbitrator shall be borne equally by the Union and the employer.
- h. Compliance with the stages of the grievance procedure shall be a condition precedent to arbitration.

#### **DISCIPLINARY GRIEVANCES**

- a. Prior to any disciplinary interrogation, the employee shall be advised they are the subject of an investigation and shall be given written notice of their right to Union representation.
- b. No employee shall be disciplined except for just cause. Such employee shall be served with written notice of the proposed action and the reason for it. Simultaneously, a copy of the notice shall be sent to the Union.
- c. Generally, the concept of progressive and corrective disciplinary action shall

be followed when imposing discipline. That is, discipline is designed to correct the employee's behavior, not merely to punish. Progressive discipline considers lesser punishment for minor infractions with harsher penalties for greater offenses. The process of progressive discipline may include counseling, oral reprimand, written reprimand, suspension or discharge. However, progressive discipline may not be followed in extreme cases.

- d. No disciplinary action shall be commenced more than six months after the Employer has knowledge of the alleged acts of incompetency or misconduct.

#### **APPEAL FROM DISCIPLINARY ACTION**

- a. If the employee and/or the Union disagrees with the proposed disciplinary action, the Union may appeal the matter in accordance with Stage 3 of the grievance procedure. If the Union is not satisfied with the response at Stage 3, the Union may elect to submit the matter to arbitration by filing a Demand for Arbitration with the New York State Public Employment Relations Board (PERB) in accordance with its rules and procedures. The Demand for Arbitration must be filed within twenty (20) days from receiving the Stage 3 response or when the Stage 3 response should have been received.
- b. Said employee may be suspended without pay for a period not to exceed twenty (20) days. After such time said employees may remain suspended, but, with pay.
- c. All decisions and awards rendered in such arbitrations shall be final and binding on the parties, subject to Article 75 of the CPLR.
- d. Binding arbitration shall serve as the only method of resolving challenges to disciplinary action, hence, wholly replacing the statutory provision provided in Sections 75 and 76 of the Civil Service Law.
- e. All disciplinary warnings and/or reprimands shall be removed from an employee's file twelve (12) months from the date of issue provided there are no repeat violations for the same infraction or there is a pending disciplinary hearing during this period. However, a repeat violation for the same infraction would extend the time period an additional twelve (12) months from the date of the most recent warning.

**APPENDIX B****SALARIES**

|   | <b>EFFECTIVE<br/>01/01/03</b> | <b>EFFECTIVE<br/>01/01/04</b> | <b>EFFECTIVE<br/>01/01/05</b> | <b>EFFECTIVE<br/>01/01/06</b> |
|---|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Cleaner                                   | 9.86                          | 10.06                         | 10.26                         | 10.52                         |
| Account Clerk - Typist                    | 11.87                         | 12.11                         | 12.35                         | 12.66                         |
| WTP Attendant                             | 14.82                         | 15.12                         | 15.42                         | 15.81                         |
| Motor Equipment<br>Operator               | 15.16                         | 15.46                         | 15.77                         | 16.16                         |
| Industrial Waste<br>Monitoring Technician | 15.99                         | 16.31                         | 16.64                         | 17.06                         |
| WTP Laboratory<br>Technician              | 16.12                         | 16.44                         | 16.77                         | 17.19                         |
| Industrial Monitoring<br>Mechanic         | 16.51                         | 16.84                         | 17.18                         | 17.61                         |
| Motor Equipment<br>Maintenance Mechanic   | 16.51                         | 16.84                         | 17.18                         | 17.61                         |
| WTP Maintenance<br>Mechanic               | 16.51                         | 16.84                         | 17.18                         | 17.61                         |
| Senior WTP Maintenance<br>Mechanic        | 17.55                         | 17.90                         | 18.26                         | 18.72                         |
| WTP Operator Trainee                      | 15.20                         | 15.50                         | 15.81                         | 16.21                         |
| WTP Operator                              | 17.55                         | 17.90                         | 18.26                         | 18.72                         |
| Lead WTP Operator                         | 18.83                         | 19.21                         | 19.59                         | 20.08                         |

# MEMORANDUM OF AGREEMENT

UNITED PUBLIC SERVICE EMPLOYEES UNION  
AND  
GLOVERSVILLE/JOHNSTOWN JOINT SEWER BOARD  
FEBRUARY 27, 2003

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Cory

## ARTICLE 2 COLLECTIVE BARGAINING UNIT

Change WTP Operator I to WTP Operator.  
Delete Assistant WTP Operator and WTP Operator II from list of included titles.  
Include Senior WTP Maintenance Mechanic and Lead WTP Operator.

## ARTICLE 11 COMPENSATION

Section 1.

|                    |        |
|--------------------|--------|
| Effective 1-1-03 = | 2%     |
| Effective 1-1-04 = | 2%     |
| Effective 1-1-05 = | 2%     |
| Effective 1-1-06 = | 2 1/2% |

Employees hired after 1-1-03 shall receive 85% of the then current wage rate and 100% after completion of 10 years of service.

Section 2. Increase annual salary longevity to:

5 years service = \$350  
10 years service = \$600  
15 years service = \$750  
20 years service = \$900  
25 years service = \$1,200  
30 years service = \$2,000

Section 3. Amend to read: The regular work week for all employees shall be forty (40) hours Saturday through Friday; the regular work day shall be eight (8) consecutive hours with the exception of Saturday, Sunday and Holidays which shall be four (4) consecutive hours (pending NYSDEC approval).

Section 5. Modify to read: Should an employee be assigned to a shift which includes hours to be worked between 4:00 p.m. and 6:00 a.m., said employee shall receive a shift premium for each hour worked between 4:00 p.m. and 6:00 a.m., in addition to the hourly wage rate set forth in Appendix "B".

ARTICLE 13 ON-CALL COMPENSATION

Section 1. Effective 1-1-03 = \$2.00 per hour  
Effective 1-1-04 = \$2.25 per hour  
Effective 1-1-05 = \$2.50 per hour

ARTICLE 15 LEAVES

Section 1. Increase unused sick leave to 250 days.

For employees hired after 1-1-03 sick leave shall accrue at one day per month; after ten (10) years of service 1 1/4 days per month.

Section 3. For employees hired after 1-1-03, personal leave shall be two (2) days per year, after 5 years of service three (3) days, after 10 years of service four (4) days.

Section 4. Include one (1) day bereavement leave for aunts, uncles, ~~cousins~~, subject to verification .

ARTICLE 16 INSURANCE

Section 1. Employees hired on or after July 1, 1998 shall pay 10% of the premium (as per current contract).

For employees hired after 1-1-03, the Board agrees to pay 85% of the cost of employee and dependent coverage.

Effective January 1, 2003 physician co-pay shall be \$20 and prescription co-pay shall be with \$10/\$20/\$40 or \$10/\$20/\$50, depending upon the plan selected.

Increase buyout amounts to \$1,000 for individual coverage and \$3,000 for family coverage.

Change last paragraph to read: Upon retirement the Sewer Board agrees to pay 100% for each employee and spouse and dependent family for all health insurance available to active employees. (HMO only)

For employees hired after 1-1-03, upon retirement with 10 years of service, the Board agrees to pay 75% of employee and dependent coverage

Section 3. Increase reimbursement to \$350 effective 1-1-03, \$375 effective 1-1-04, \$400 effective 1-1-05 for dental and vision coverage.

ARTICLE 17 RETIREMENT

Include Section 41 - J provision

ARTICLE 18 HOLIDAYS

Change Washington's Birthday to President's Day (Effective 1/1/04)

ARTICLE 24 MEAL ALLOWANCE

Increase allowance to \$10.00

NEW ARTICLE EMERGENCY SERVICE CALLS

A full-time employee who, as a member of a volunteer fire department or as a member of an official search and rescue team (ENCON, DEC, Forest Rangers, SEMA) has responded to a structural fire call or search and rescue call prior to the start of, or during his normal work day, shall report to work (during his normal workday hours) as soon as possible following his involvement in the emergency. In the case of an employee's response to either kind of emergency service call, any absence beyond one work day per incident shall be chargeable to personal or vacation time only. Under such circumstances, work-time missed shall not be charged to any leave category nor shall a salary deduction be made, subject to employee's compliance with the provisions of this Article. To be eligible for the waiver of leave time usage and/or salary deduction, an employee must file written verification of his/her emergency-related absence on forms provided by the Employer. Such forms shall be submitted along with the employee's time sheet for the pay period during which the emergency occurred.

Time out for emergency calls shall be noted on time sheets and initialed by his supervisor. An employee's time spent on an emergency call must be verified by an official staff member of the respective emergency service.

Any disputes regarding the interpretation and/or application of this Article shall be processed only through Stage 3 of the grievance procedure.

Gloversville/Johnstown MOA.contracts folder/ gmh

